

**AGENDA ITEM #**\_\_\_\_\_

File: Hurricane Uman  
Debris Removal.



**Disaster Summary For FEMA-1595-DR, Florida**

**Declaration Date:** July 10, 2005

**Incident Type:** Hurricane Dennis

**Incident Period:** July 10, 2005, and Continuing

**Individual Assistance**

*(Assistance to individuals and households):*

Escambia and Santa Rosa Counties.

**Public Assistance**

*(Assistance to State and local governments and certain private nonprofit organizations for the repair or replacement of disaster-damaged facilities):*

Bay, Calhoun, Escambia, Franklin, Gulf, Holmes, Jackson, Monroe, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington Counties for assistance for debris removal and emergency protective measures, including direct Federal assistance. For a period of up to 72 hours, assistance for emergency protective measures, including direct Federal assistance, will be provided at 100 percent of the total eligible costs. The period of up to 72 hours at 100 percent excludes debris removal.

Consistent with the requirement that Federal assistance be supplemental, any Federal funds provided under the Stafford Act for Public Assistance will be limited to 75 percent of the total eligible costs.

**Hazard Mitigation Grant Program**

*(Assistance to State and local governments and certain private nonprofit organizations for actions taken to prevent or reduce long term risk to life and property from natural hazards):*

All counties in the State of Florida are eligible to apply for assistance under the Hazard Mitigation Grant Program.

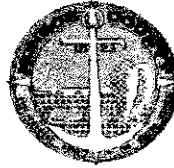
**Other:**

Additional designations may be made at a later date after further evaluation.



**BOARD OF COUNTY COMMISSIONERS**

Mayor Dixie M. Spehar, District 1  
Mayor Pro Tem Charles "Sonny" McCoy, District 3  
George Neugent, District 2  
David P. Rice, District 4  
Murray E. Nelson, District 5



Monroe County  
Board of County Commissioners  
Office of the County Administrator  
The Historic Gato Cigar Factory  
1100 Simonton Street, Suite 205  
Key West, FL 33040  
(305) 292-4441 - Phone  
(305) 292-4544 - Fax

July 14, 2005

Mr. Jonathan Burgiel  
Director of Disaster Recovery Services  
R. W. Beck, Inc.  
800 North Magnolia Ave., Suite 300  
Orlando, FL 32803-3274

**Subject: Debris Management and Disaster Related Services in Monroe County, Florida**

Dear Mr. Burgiel:

Monroe County, Florida (the "County") hereby agrees to retain R. W. Beck, Inc. to perform debris management and disaster related services to Monroe County based on the same contractual arrangements, terms, and conditions that exist between R. W. Beck and Escambia County, Florida for debris management and disaster related services, which arrangements with Escambia County are set forth in the following documents:

1. The "Agreement between Escambia County and R. W. Beck, Inc., for Professional Services as Governed by Florida Statute 287.055 (PD 02-03.79)" dated October 2003 (the "Escambia County Agreement").
2. Task Order PD 02-03.79.37.SWM.03 dated September 24, 2004 under the Escambia County Agreement.
3. The "First Amendment to Agreement Between R. W. Beck and Escambia County, Florida for Debris Management and Disaster Related Services".
4. The "Second Amendment to Agreement Between R. W. Beck and Escambia County, Florida for Debris Management and Disaster Related Services".

All references to Escambia County in the aforementioned documents are to be Monroe County, Florida, as pertaining to this letter of agreement. Accordingly, the Contract Administrator in Section 1.3 is Thomas J. Willi, County Administrator, Monroe County, Florida.

With regard to the service rates on Exhibit B, Hourly Billing Rates and Charges, the County recognizes that: Aerotek was the specific subconsultant used to provide contract labor in Escambia County; R. W. Beck will use a different subconsultant used to provide contract labor for the County's project, such as Hudson North America; and the \$30 Hourly Admin. Fee will be applicable to whatever subconsultant is used by R. W. Beck to provide contract labor for the County's project.

R. W. Beck is authorized to commence providing services upon execution of this letter of agreement. R. W. Beck shall perform the following tasks to assist the County in responding to the aftermath of Hurricane Dennis.

1. Provide general program management services, as directed by the County, with regards to debris collection and disposal activities within the County;
2. Provide contract monitoring services in managing the activities of the County's debris contractor(s);
3. Provide debris collection and disposal site monitoring services as required by FEMA;
4. Provide for data entry and management of collection and disposal tickets;
5. Provide the County with daily operating statistics (cubic yardage collected, asset inventory, etc.);
6. Review and approve contractor invoices submitted to the County; and
7. Assist in preparing required data and forms required for FEMA reimbursement.

Please acknowledge concurrence with the above by R. W. Beck by having the appropriate person sign this letter agreement.

APPROVED FOR MONROE COUNTY:

Signature: 

Title: County Administrator

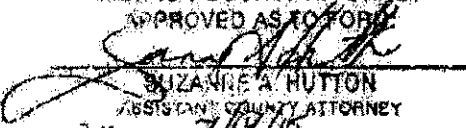
Date: 7/14/05

APPROVED FOR R.W. BECK:

Signature: 

Title: Principal

Date: 7/14/05

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: 7/14/05

**AGREEMENT**

***Between***

**ESCAMBIA COUNTY**

***and***

***R.W. Beck, Inc.***

***for***

***Professional Services as Governed by Florida Statute 287.055  
(PD 02-03.79)***

**Agreement with Escambia County for  
Professional Services as Governed by Florida Statute 287.055  
(PD 02-03.79)**

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## AGREEMENT

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 223 South Palafox Street, Pensacola, Florida 32597-1590, (hereinafter referred to as "County,") and R.W. Beck, Inc., a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 91-0883905, and whose business address is 800 North Magnolia Avenue, Suite 300, Orlando, FL 32803-3274 (hereinafter referred to as "Consultant").

### WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

## ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

### 1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners, is the governing body of Escambia County, Florida.

### 1.2 CONSULTANT:

R.W. Beck, Inc., is the Consultant selected to perform professional services pursuant to this Agreement.

### 1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Bob McLaughlin, Assistant County Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

### 1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

### 1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

**1.6 PROJECT:**

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

**1.7 PROJECT MANAGER:**

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

**1.8 SCOPE OF SERVICES:**

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

**1.9 SCOPE OF WORK:**

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

**1.10 TASK ORDER:**

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

**ARTICLE 2**  
**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected R.W. Beck, Inc., to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.



### **ARTICLE 3**

#### **SCOPE OF SERVICES**

3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RLI Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RLI and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and, unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

### **ARTICLE 4**

#### **ORDERING OF THE WORK**

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

### **ARTICLE 5**

#### **TIME FOR PERFORMANCE**

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

**ARTICLE 6**  
**COMPENSATION AND METHOD OF PAYMENT**

**6.1 COMPENSATION:**

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit "A" attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the department issuing the Task Order and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit "A" attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

**6.2 ANNUAL APPROPRIATION:**

Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**6.3 DIRECT EXPENSES:**

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.
2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

**6.4 METHOD OF BILLING AND PAYMENT:**

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within thirty (30) days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

**6.5 Payment requisitions will be sent to:**

To Be Determined Per Task Order

**Notices will be sent to:**

County Administrator  
Escambia County Administrator  
223 Palafox Street  
Pensacola, Florida 32597-1590  
(850) 595-4900  
(850) 595-4908

**6.6 Payments and notices will be made to the Consultant at:**

Chuck McLendon, Senior Director  
R.W. Beck, Inc.  
800 North Magnolia Avenue, Suite 300  
Orlando, FL 32803-3274

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

**ARTICLE 7**  
**ADDITIONAL SERVICES AND**  
**CHANGES IN SCOPE OF SERVICES**

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

**ARTICLE 8**  
**COUNTY'S RESPONSIBILITIES**

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.

8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

#### **ARTICLE 9** **CONSULTANT'S RESPONSIBILITIES**

##### **9.1 QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, ~~any errors or deficiencies in its work product or shall make such revisions~~ as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

##### **9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

(a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

#### **ARTICLE 10** **GENERAL CONDITIONS**

##### **10.1 OWNERSHIP OF DOCUMENTS**

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

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##### **10.2 SUSPENSION OR TERMINATION OF WORK:**

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

### 10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

### 10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### 10.5 SUBCONTRACTORS

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

### 10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

#### 10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

(a) **HOLD HARMLESS:** The Consultant agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Consultant's negligent performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable.

(b) **INDEMNIFICATION:** The Consultant and the County agree that pursuant to Section 725.06, Florida Statutes, as amended, the first one hundred (\$100) of this Agreement's compensation paid by the County to the Consultant shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Consultant provided for within this contract document, the sufficiency of such separate consideration being acknowledged by the Consultant's acceptance and execution of the Agreement. The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. ~~The Consultant's obligation shall not be limited by, or in any way~~ to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

#### 10.8 INSURANCE:

The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with \$1,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of



professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of Insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

#### 10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term "claim" also includes other disputes and matters in question ~~between the County and the Consultant arising out of or relating to the contract documents.~~ The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

#### 10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

**10.11 ALL PRIOR AGREEMENTS SUPERSEDED**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:**

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

**10.13 HEADINGS:**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**10.14 GRATUITIES:**

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

**10.15 CONFLICT OF INTEREST:**

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

**10.16 SURVIVAL:**

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**10.17 GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

**10.18 INTERPRETATION:**

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

**10.19 SEVERABILITY:**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**10.20 COMPLIANCE WITH LAWS:**

The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

**10.21 PARTICIPATION IN OTHER PROCEEDINGS:**

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County

and not for the benefit of any other party.

#### 10.22 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

#### 10.23 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and «Company», signing by and through its Vice President, duly authorized to execute same.

#### CONSULTANT:

R.W. Beck, Inc., a for-profit corporation authorized to do business in the State of Florida.

By: Robert S. Malmgren

Vice President

Date: October 28, 2003

ATTEST: Corporate Secretary

By: Michelle Preston

Secretary

[(CORPORATE SEAL)]

#### COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS: George Todart

By: George Todart

George Todart, County Administrator

WITNESS: Michelle Preston

Date: 11/05/03

BCC Approved October 16, 2003

**Exhibit "A"****PD 02-03.79, Professional Services as Governed by Florida Statute 287.055**

The resulting "continuing contract" shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a "Fee Schedule" and any additional negotiated services required within the scope of work.

"Fee Schedules" for the continuing contract shall be established based on the following:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
  - Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

The following document was provided to each firm. Their acceptance was the basis for the award by the Board of County Commissioners.

**Exhibit "A"****PD 02-03.79, Professional Services as Governed by Florida Statute 287.055****Maximum Continuing Contract Fee Schedule Acceptance**

In order for a "Continuing Contract" to be established between Escambia County, Florida a fee schedule must be established. The Office of Purchasing on behalf of Escambia County offers a "Fee Schedules" consisting of:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
  - Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

**Please do not provide these numbers with your letter of interest. Your acceptance of the above maximums will suffice.**

Individual Task Orders will be negotiated with the "Fee Schedules" as a "ceiling".

☐ Yes, the "Fee Schedule" formula is acceptable.

---

Signature

---

Title

☐ No, the "Fee Schedule" formula is not acceptable.

---

Signature

---

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA****OFFICE OF PURCHASING**213 FALLOUX PLACES - 2<sup>nd</sup> Floor

P.O. BOX 1591

PENSACOLA, FL 32507-1591

TELEPHONE (850) 593-4980

(TUNCOM) 695-4690

TELEFAX (850) 593-4805

<http://www.co.esambia.fl.us/purchasing>JOSEPH F. PILLITARY, JR., CPO, CYPB  
Purchasing Manager**TASK ORDER - PD 02-03.79.37.SWM.03****AGREEMENT WITH R.W. BECK, INC.****1.0 AUTHORIZATION**

This task order is issued under the terms and conditions of Contract PD 02-03.79.37.SWM.03 between R.W. Beck, Inc. and Escambia County, FL, for R.W. Beck to assist the County in developing contract management and reporting for Escambia County Hurricane Ivan debris cleanup and removal as related to disaster declaration FEMA-1551-DR.

**2.0 SCOPE**

Under this Task Order, R.W. Beck shall provide such disaster services as shown on Attachment A, Scope of Work.

**3.0 SCHEDULE**

Work will begin upon authorization from the Escambia County Department of Solid Waste Management.

**4.0 COMPENSATION**

This Task Order is issued in accordance with Attachment B, Hourly Billing Rates.

ISSUED BY:

  
Owner  
Escambia County

ACCEPTED BY:

  
Charles M. McLendon  
R.W. Beck, Inc.

Date

9-24-04

Date

9-24-04

**ATTACHMENT A  
SCOPE OF WORK**

R.W. Beck shall provide disaster response services to assist the County in responding to the aftermath of Hurricane Ivan.

R.W. Beck shall perform the following tasks:

1. Assist the County in the selection of one or more debris collection/processing contractors;
2. Provide general program management services with regards to debris collection and disposal activities within the County;
3. Provide contract monitoring services in managing the activities of the County's debris contractor(s);
4. Provide debris collection and disposal site monitoring services as required by FEMA;
5. Provide for data entry and management of collection and disposal tickets;
6. Provide the County with daily operating statistics (cubic yardage collected, asset inventory, etc.);
7. Review and approve contractor invoices submitted to the County; and
8. Assist in preparing required data and forms required for FEMA reimbursement.



## ATTACHMENT B HOURLY BILLING RATES AND CHARGES

The table below provides hourly billing rates for employees of R. W. Beck for the labor categories to be utilized for this assignment.

Staff Position	Hourly Billing Rate
Principal in Charge	\$160
✓ Project Manager	\$150
FMEA Reimbursement Coord.	\$120
Data Manager	\$88
Scheduling Manager	\$80
Senior Field Supervisor	\$95
✓ Field Supervisor	\$85
✓ Disposal Site Monitors	\$75
✓ Collection Monitors	\$50
Administrative/Clerical	\$48

Charges for all staff from subconsultants, subcontractors, and independent contractors hired by R. W. Beck for any of the labor categories listed above shall be billed at actual cost plus an hourly administrative fee as follows:

Other Staff	Hourly Admin. Fee
Aerotek staff	\$30
Independent contractor staff	\$30
Hatch Mott MacDonald staff	\$5
Brown Thornton Pacentia staff	\$5
Baskerville Donovan staff	\$5
All other staff	\$5

Services performed by R. W. Beck will be performed on a time and materials basis. County shall compensate R. W. Beck for the labor categories shown above at the billing rates and fees provided in the tables above plus direct costs associated with travel expenses, administrative expenses, project supplies, etc. Payments shall be net 30, billed on a monthly basis based on hourly billing rates plus direct project expenses. R. W. Beck will provide the county with an estimate of project cost to date on a weekly basis. The compensation and payment provisions of this Attachment B take precedence over the provisions of Contract PD-07-0370.

Position	Position Description/Responsibilities
Principal in Charge	Responsible for overall contract management, contracting issues, invoicing, client satisfaction, etc.
Project Manager	Oversees day-to-day project operations. Ensures required resources are in place to meet needs of City. Interacts with City's debris collection and disposal contractor to ensure efficient operation.
FMEA Reimbursement Coord.	Resource to City staff to assist in gathering required data, preparing reimbursement forms, etc.
Data Manager	Database development for collection and disposal tickets. Oversees data management process.
Scheduling Manager	Works with collection contractor to ensure that required number of collection and disposal monitors are available and scheduled.
Senior Field Supervisor	Responsible for collection monitoring process. Coordinates collection activities with Contractor. Resolves conflicts in field. Ensures contractor is staying within assigned zone, etc.
Field Supervisor	Supervises activities of collection monitors.
Disposal Site Monitors	Ensures tickets are completed in accordance with FEMA guidelines.
Collection Monitors	Observes debris collection process to facilitate safe, efficient collection in compliance with FEMA guidelines.
Administrative/Clerical	Assist project staff with clerical needs.

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
R. W. BECK, INC. AND ESCAMBIA COUNTY, FLORIDA  
FOR DEBRIS MANAGEMENT AND DISASTER RELATED SERVICES  
(P.D. 03-04, IVAN)**

**THIS IS THE FIRST AMENDMENT TO THE AGREEMENT** entered into on the 24<sup>th</sup> day of September 2004, between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices at 223 South Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County") and R. W. Beck, a State of Washington corporation authorized to do business in the State of Florida, with an office address 1001 Fourth Avenue, Suite 2500, Seattle, Washington 98154-1004 and a Federal Tax Identification Number of 910883905 (hereinafter referred to as the "Company").

**WITNESSETH:**

**WHEREAS**, the County has assigned to the State of Florida, Department of Transportation, those portions of certain contracts with Ashbritt Environmental, Gulf-Crowder, and DRC, Inc. pertaining to the State and Federal Roadway System within Escambia County, Florida; and

**WHEREAS**, R. W. Beck, Inc. now agrees it will perform all services relating to said contracts in cooperation with the State of Florida, Department of Transportation.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and the Company agree to amend the Agreement dated September 20, 2004 as follows:

1. That R. W. Beck, Inc., agrees that it shall perform all services set forth in the original County Scope of Work in cooperation with the State of Florida, Department of Transportation as to all State and Federal roadways lying within Escambia County, Florida, in accordance with that Scope of Work and Hourly Billing Rates which are attached hereto and incorporated by reference herein.
2. That the State of Florida Department of Transportation hereby agrees to make payments to R. W. Beck based upon that Scope of Work and Hourly Billing Rates for all State and Federal Roadways for debris removal.
3. That the parties hereby agree that all other provisions of the Agreement effective September 20, 2004 not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Agreement shall be on the date last executed by the Parties.

5. That this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the Parties stipulate venue shall be in Escambia County, Florida relating to any matter which is the subject of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and R. W. Beck, Inc. signing by and through its President, duly authorized to execute same.

**COUNTY:**

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: George Touart

George Touart, County Administrator

Date: 9/25/04By: John F. Pittman Jr.

Witness

By: Brian M. Bradshaw

Witness

**COMPANY:**

R. W. Beck, Inc., a State of Washington corporation authorized to do business in the State of Florida.

By: Olga Miller~~President~~ PrincipalDate: 9-24-04

ATTEST:

(SEAL)

SEAL

By: Anthony F. Christie

Witness

By: Harold S. Taylor

Witness

**DEPARTMENT:**

State of Florida, Department of Transportation, an agency of the State of Florida.

By: Edward Bessent

Edward Bessent, District Secretary

MAR-20-2000(MON) 06:36

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
R. W. BECK, INC. AND ESCAMBIA COUNTY, FLORIDA  
FOR DEBRIS MANAGEMENT AND DISASTER RELATED SERVICES  
(P.D. 03-04, IVAN)**

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT entered into on the 24<sup>th</sup> day of September 2004, between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices at 223 South Palafox Place, Pensacola, Florida 32597-1591 (hereinafter referred to as the "County") and R.W. Beck, a State of Washington corporation authorized to do business in the State of Florida, with an office address of 1001 Fourth Avenue, Suite 2500, Seattle, Washington 98154-1004 and a Federal Tax Identification Number of 910883905 (hereinafter referred to as the "Company").

**WITNESSETH:**

WHEREAS, the Agreement signed by the County and R. W. Beck, Inc., provided that direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors; and

WHEREAS, the County has now determined that due to the nature of the work and the basis of its agreements with debris collection contractors Ashbrite Environmental, Crowder-Gulf, and DRC, Inc. that it would be in the best interest of the health, safety, and welfare of the County to establish an administrative fee schedule for employees, subcontractors, and other personnel utilized by R.W. Beck, Inc. in the performance of its consultant services to the County,

WHEREAS, R. W. Beck, Inc. agrees to said fee schedule and affirms it shall continue to perform all consultant services relating to such debris collection contractor contracts in cooperation with the State of Florida, Department of Transportation and the County.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and the Company agree to amend Section 6.3 "Direct Expenses" of the Agreement dated September 30, 2004 as follows:

1. That R. W. Beck, Inc., agrees that it shall perform the services set forth in the original Scope of Work in cooperation with the State of Florida, Department of Transportation and the County relating to all State and Federal Roadways lying within Escambia County, Florida, and Section 6.3(b) of the Agreement is hereby revised to reflect an Hourly Billing Rates and Charges Schedule, which is attached hereto and incorporated by reference herein as Exhibit "B" to the Agreement, for its employees, subcontractors, and other personnel utilized by it in the performance of such services,

2. That the Parties hereby agree that all other provisions of the Agreement effective September 20, 2004 not in conflict with the provisions of this Second Amendment shall remain in full force and effect.

3. That the effective date of this Agreement shall be on the date last executed by the Parties.

4. That this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the Parties stipulate venue shall be in Escambia County, Florida relating to any matter which is the subject of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and R. W. Beck, Inc. signing by and through its President, duly authorized to execute same.

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By:

George Teauat, County Administrator

Date:

10/5/04

By:

Witness

By:

Witness

COMPANY:

R. W. Beck, Inc., a State of Washington corporation authorized to do business in the State of Florida.

By:

President Principal

Date:

10/06/04

ATTEST:

Secretary

## EXHIBIT B HOURLY BILLING RATES AND CHARGES

The table below provides hourly billing rates for employees of R. W. Beck for the labor categories to be utilized for this assignment.

Staff Position	Hourly Billing Rate
Principal in Charge	\$160
Project Manager	\$150
FMEA Reimbursement Coord.	\$120
Data Manager	\$88
Scheduling Manager	\$80
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Brown Thornton Padden staff	\$5
Baskerville Donovan staff	\$5
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Services performed by R. W. Beck will be performed on a time and materials basis. County shall compensate R. W. Beck for the labor categories shown above at the billing rates and fees provided in the tables above plus direct costs associated with travel expenses, administrative expenses, project supplies, etc. Payments shall be net 30, billed on a monthly basis based on hourly billing rates plus direct project expenses. R. W. Beck will provide the county with an estimate of project cost to date on a weekly basis.

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Administrative/Clerical	Assist project staff with clerical needs.